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Title: **Camden, Village of and Camden Police Benevolent Association (PBA), (2004)**

Employer Name: **Camden, Village of**

Union: **Camden Police Benevolent Association (PBA)**

Local:

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POL / 8521

AGREEMENT
BETWEEN
VILLAGE OF CAMDEN
AND
THE CAMDEN POLICE BENEVOLENT ASSOCIATION

6/1 5/31
2004-2009

RECEIVED

MAY 24 2006

**NYS PUBLIC EMPLOYMENT
RELATIONS BOARD**

9

SECTION 1 – RECOGNITION

The Employer hereby recognizes the P.B.A. as the exclusive employee organization representing all uniformed members of the Camden Police Department, other than the Chief of Police and or the Officer in Charge of the Camden Police Department, for the purpose of negotiating rates of pay and other terms and conditions of employment with the Village during the term of this agreement.

SECTION 2 – NO STRIKE PLEDGE

The P.B.A. affirms that it does not assert the right to strike against its Employer or any other Employer in the Village nor assist or participate in any such strike, or impose an obligation upon its members to conduct, assist or participate in such strike.

SECTION 3 – UNIFORM ALLOWANCE

In addition to initial furnishing of uniforms and required equipment to a new Police Officer, the Village will allow up to \$400.00 to each full time Police Officer, and \$200.00 to each part time Police Officer upon appointment, per year from June 1st to May 31st, at midnight of the following year, for the following items: (shirts long and short sleeve), pants, belt, gun belt, bullet holders, belt keepers, holster (security 3), one bullet resistant vest, handcuffs (two pair one hinged, one chain), handcuff cases, uniform hat, pepper mace, ties, gloves boots, and all necessary brass (two pairs of each). If the initial cost to outfit a Police Officer is over the allotted amount, the Village will cover the cost for that or those Police Officers to be outfitted. The Chief of Police shall, from time to time, inspect the Officer's uniforms and equipment to assure the Village that an Officer's uniform and equipment have not deteriorated to a state that disgraces the Village or the Police Department.

SECTION 4 – CALL BACK

When an employee has completed an eight hour tour of duty during the previous twenty-four hours, and has departed from the Police Station, and is called back to work, or is called into work on the employee's regular day off, or has to attend any Court, or in-service training, the employee shall be paid the applicable overtime rate, for a minimum of 3 hours. Working for up to an hour immediately before or after a regular shift shall not be deemed call back, but shall be paid at the employee's applicable overtime rate.

SECTION 4B – “ON CALL” or “STAND – BY”

Employees required to be “On Call” or on “Stand-By” shall be paid at a rate of one fifth (1/5) their hourly rate for all hours so designated. Employees “On Call” or on “Stand-By” will be required to report for duty within thirty (30) minutes of notification of a telephone message to their home or other designated telephone number. Employees “On Call or on “Stand-By” that

are required to report for duty will then be considered on "Call Back".

SECTION 5 – HOLIDAYS

Employees shall be allowed Holidays as follows:

- | | |
|---------------------------|-----------------------|
| 1. New Years Day ** | 8. Columbus Day* |
| 2. Washington's Birthday* | 9. Thanksgiving Day** |
| 3. Easter Sunday** | 10. Christmas Eve** |
| 4. Memorial Day* | 11. Christmas Day** |
| 5. Independence Day* | 12. Good Friday* |
| 6. Labor Day* | |
| 7. Veteran's Day* | |

* = Time and one half rate for full time Officers

** = Double time rate for full time Officers

SECTION 6 – LIFE INSURANCE

The Village will provide life insurance for all full time personnel in the amount of Thirty-Five Thousand dollars (\$35,000) term life insurance with accidental death benefit whether death occurs on or off duty.

SECTION 7 – FUNERAL LEAVE

A) In the event of a death in the immediate family of the employee, consisting of a spouse, parent, step-parent, child, sister, brother, grandparent, father-in-law, mother-in-law, employees shall be granted up to three (3) consecutive days of leave of absence with pay, for the days the employee would have otherwise worked, to make household adjustments or arrange or attend funeral services until the day of the funeral. The department head may grant an extension, should there be any extenuating circumstances, which in the department head's opinion warrants such an extension, providing the employee requests the extension from the Police Commissioner. Such extension may be up to five (5) days total.

B) An employee shall be entitled to one-day leave in the event of the death of an aunt, uncle, niece, nephew, brother-in-law, sister-in-law, or to act as a pall-bearer for a funeral of a fellow employee.

C) Pay shall be based on the regular day's pay at the straight time rate.

D) Proof for the above shall be given to the employer when requested.

SECTION 8 – FAMILY SICK LEAVE

Each Full-Time employee shall receive up to three (3) days of Family Sick Leave per year for members of the immediate household family only.

SECTION 9 – HOSPITALIZATION INSURANCE

A) The Village shall keep in effect the present level of health insurance and shall pay 100% of the cost of the premium for the full time personnel and 100% of the cost of the premium for covered dependents of the full-time personnel hired prior to June 1, 2001.

B) Beginning in Contract Year 2001-2002, any new full-time officer hired on or after June 1, 2001, will contribute 10% of the cost toward his/her insurance premiums for either individual or family coverage. (Health and Dental).

C) The Village shall have the right to reopen negotiations during the term of the agreement for the purpose of changing carriers or changing the level of hospitalization benefits.

SECTION 10 – VACATIONS

Employees covered under this agreement shall become entitled to paid vacations as follows for full-time continuous service with the Village:

0 - 1 Year.....	0 days
1 - 5 Years.....	10 days
5 Years.....	16 days
6 Years.....	17 days
7 Years.....	17 days
8th and 9th Years.....	18 days
10th and 11th Years.....	20 days
12th Year Plus.....	21 days

Vacation time may be taken in non-consecutive days. All vacation time taken must have the prior approval of the Chief of Police or Officer in Charge, and must be applied for not less than ten (10) working days prior to the requested vacation day or days, unless otherwise approved by the Chief of Police or Officer in Charge.

SECTION 11 – PERSONAL LEAVE

Full time employees with at least six months of service shall be permitted personal leave days, not exceeding four (4) days in any one calendar year. Except for emergency situations,

arrangements for personal leave shall be made by the employee with the Chief of Police or Officer in Charge, forty eight (48) hours prior to taking such leave.

SECTION 12 – IN SERVICE TRAINING AND SCHOOLS

The Village shall pay the cost of all meals and travel expenses, lodging and gasoline, when an employee is **directed** to attend a school of a special nature to improve the effectiveness of the Officer and the Department. Said schools, conferences and seminars must be mandated by law or the employee must be directed by the Chief of Police or Officer in Charge to attend said school, conference or seminar. Above expenses to be paid for the schools, conferences or seminars which, due to their distance from the Department, cannot be reasonably commuted to by the employee, travel in excess of one hundred (100) miles of Camden, is to be considered excessive and warrants overnight lodging. Travel time shall be paid to the employee at the employee's overtime rate if the attendance and travel time exceed eight (8) hours with total time paid capped at ten (10) hours. To be reimbursed for expenses, the employee shall obtain from the Village Clerk, an approved reimbursement form prior to leaving or attending said school, conference or seminar.

SECTION 13 – ALCOHOL AND DRUG POLICY

The unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in any workplace. An employee who violates this policy will be disciplined, up to, and including, termination.

As a condition of continued employment, you are expected and required to abide by the terms of this statement and to notify the Village Clerk of any criminal drug statute conviction for a violation occurring in our workplace no later than five days after such conviction. The Village Board reserves the right to require any medical tests necessary to establish proof of use when suspected. A conviction means a finding of guilt, including a plea of nolo contendere, or imposition of a sentence of both by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes.

SECTION 14 – RETIREMENT

The employees of the Police Department shall come under the 25 year Retirement Plan (Section 384) of the N.Y.S. Policemen's and Firemen's Retirement System.

SECTION 15 – COMPENSATION

2001

Years of Service	6/1/04	6/1/05	6/1/06	6/1/07	6/1/08
0 - 1	\$25,500	\$26,500	\$27,500	\$28,500	\$29,500
1 - 2	\$27,100	\$28,200	\$29,300	\$30,400	\$31,500
2 - 3	\$28,300	\$29,600	\$30,900	\$32,200	\$33,500
3 - 4	\$29,360	\$30,720	\$32,080	\$33,440	\$34,800
4 - 5	\$30,380	\$31,760	\$33,140	\$34,520	\$35,900
5 - 6	\$31,440	\$32,880	\$34,320	\$35,760	\$37,200
6 - 7	\$32,180	\$33,760	\$35,340	\$36,920	\$38,500
7 - 8	\$33,116	\$34,712	\$36,308	\$37,904	\$39,500
8 - 9	\$34,288	\$36,116	\$37,944	\$39,772	\$41,600
9-10					\$43,500

+ 1,500
For this salary schedule, years of service shall mean continuous service within the negotiating unit represented by the Camden Police Benevolent Association. Placement on this schedule shall be subject to the following terms and conditions:

- 106
included
5-17-11
- New employees shall be placed on the 0-1 level of the appropriate schedule.
 - For lateral hires from another town or village police department within Oneida County, such hires shall be placed on the salary schedule giving credit for years of service pursuant to provisions of Section 153 of the Town Law. All other lateral hires shall be placed on the salary schedule at the 1-2 years of service level.
 - Negotiating unit members will move from one level to the next on the salary schedule on June 1 following completion of the years of service set forth in their level prior to that date. (Example: An employee hired at the 1-2 years of service level will move to the 2-3 years of service level on June 1 following the date the employee completed two years of service within the negotiating unit.)
 - Full-time employees only who have been continuously employed from June 1, 2004 to the date this agreement is executed will be eligible for retro-active ~~straight time~~ pay based upon the salary schedule set forth above.

Shift differential for (A) line only is \$.35 per hour. Full-time Employees only / Maximum 8 hour shift.

Part-time rate effective on and after the date this agreement is executed through May 31, 2006 shall be = \$12.00 per hour. In each subsequent year of this contract, the rate shall be increased \$.50 per hour effective June 1 (June 1, 2006, \$12.50; June 1 2007, \$13.00; June 1, 2008, \$13.50; June 1, 2009, \$14.00).

Part-time personnel shall be employed as needed at the discretion of the Chief of Police or Officer in Charge. The total number of work hours for part-time personnel shall not exceed the budgeted amount without prior approval of the Village Board, unless an emergency situation exists before approval can be obtained.

The workday for full-time employees shall consist of eight (8) consecutive hours. Hours worked over forty (40) hours a week shall be paid at the rate of one and one half (1 ½) times the employee's hourly rate. The hourly rate of a full-time employee shall be computed by dividing the applicable annual salary by 2,080.

SECTION 16 – LONGEVITY

A full-time Officer after five (5) years of continuous service with the Village, \$500 yearly to be paid during the December 1st pay period.

SECTION 17 – SICK LEAVE

1) All full-time employees shall receive one-day sick leave for each month of service and may accumulate them to a total of (160) days. Sick days shall not accrue during periods of disability or workers compensation.

2) An employee absent on sick leave is required to give notice to the Chief of Police, or Officer in Charge, the time of the employee's illness, and after three (3) days, what the expected duration will be. The Chief of Police, Officer in Charge, or the Village Board may request a doctor's statement at any time.

3) Compensation for accumulated sick leave.

A) Upon retirement, termination, or disability causing retirement, any employee who has served at least ten (10) years in the Village of Camden's employment will be granted a terminal pay increment.

B) That increment shall be the sum of \$20.00 per day times the number of unused sick days which the employee has accumulated, up to the allowable 160 days.

C) Each employee qualifying under A) must submit by March 1st of the year preceding the effective date of retirement, a letter to the Village Board indicating his/her intent to retire. Where unusual circumstances exist, the March 1st notification requirement may be waived at the discretion of the Village Board.

D) In case of death, monies owed to the individual under this provision will be paid to the same beneficiary as stipulated in the Life Insurance Plan, unless otherwise stipulated by the

individual.

SECTION 18 – SAFETY COMMITTEE

A Safety Committee consisting of two representatives of the Employer and two representatives of the P.B.A. is hereby established. The Safety Committee shall meet when deemed necessary to examine or discuss the safety aspect of the Police equipment and make recommendation for changes to the Village Board. Committee time and input will be done on a voluntary basis of the employee.

SECTION 19 – PERSONNEL FILE

An employee will be given written notice of any additions or deletions to the employee's Departmental File from the employee's Superior Officer. An employee may review the employee's file in the presence of the Chief of Police, or the employee's designee, at a mutually agreed upon time.

SECTION 20 – DURATION

This agreement shall become effective June 1, 2004 and shall terminate at midnight on the 31st day of May, 2009. In the event a new agreement has not been reached, this agreement will remain in effect until such new agreement is reached in accordance with the Taylor Law.

AS REQUIRED BY SECTION 204-A OF THE CIVIL SERVICE LAW, IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFOR, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

The Village of Camden

By: [Signature]

Dated: 7/30/05

The Camden Police Benevolent Association

By: [Signature]

Dated: 7/30/05

Attest: [Signature]